

## SPONSORSHIP AGREEMENT

This Agreement is made effective as of January 20, 2009 between The Pepsi Bottling Group, having its office at 620 Myles Standish Blvd., Taunton, Massachusetts ("Vendor") and University of Massachusetts Dartmouth having its principal place of business at 285 Old Westport Road, North Dartmouth, Massachusetts, 02747 (the "University").

### RECITALS

WHEREAS, Vendor desires the right to be the exclusive supplier of beverages/snacks to the University.

WHEREAS, Vendor is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the University has determined that it is in its best interests to contract with the Vendor to provide services for the sale of beverage products.

WHEREAS, the parties desire to confirm the terms and conditions under which the University will contract with Vendor to install, operate, service and maintain all equipment dispensing beverage products.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

#### I. Definitions.

"Year" means each twelve-month period beginning with the first day of the Term.

"Beverage" or "Beverages" means all carbonated or non-carbonated, nonalcoholic beverages of soft drinks, including, but not limited to, fruit juices, fruit juice-containing drinks, and fruit – flavored drinks: ready-to-drink cold coffee products; tea products; hypertonic, isotonic, hypotonic drinks, and emerge and fluid replacement drinks and packaged waters sold through vending equipment.

"Campus" means the entire premises of every school and facility owned or operated by the University, now or in the future, including all buildings, the grounds, parking lots, athletic facilities and concession stands, convenience stores, dining facilities, unbranded and branded food service outlets and vending areas. Facilities leased and not owned by the University that are not to be considered as part of the "Campus"

"Competitive Products" means any and all Beverages other than Products provided by vendor (as defined herein).

"Products" shall mean Beverage products manufactured, sold or distributed, now or in the future, by Vendor.

"School Year" means consecutive calendar days running from July 1 of a year through June 30 of the following year.

"Team" or "Team(s)" means all interscholastic athletic teams associated with the University.

#### II. Term.

The term of this Agreement shall be five (5) years, beginning on the date of this Agreement and ending January 31, 2014 ("Term"), unless sooner terminated as provided herein. This

Agreement may, upon the mutual agreement of both parties, entered into written agreement at least six months prior to the expiration of the primary term, to extended for one additional two year period.

III. Exclusive Beverage/Snack Food Availability Rights.

The University hereby grants to Vendor the following exclusive Beverage availability and Vending machine rights:

(A) Vendor shall have the exclusive right to make Beverage available for sale and distribution on Campus and to provide all Beverages sold at athletic contests, student government activities, booster club activities, and all other special events conducted at any location on the Campus ("Special Events"). Subject to the terms and conditions set forth in this Agreement, the University agrees that Products shall be the exclusive Beverages advertised, promoted, sold, dispensed or served or available on the Campus, except as allowed herein.

(B) Vendor shall have the exclusive right to install full service vending machines ("Vending Machines"), retail single-serve food service equipment ("Retail Equipment") and fountain beverage equipment ("Fountain Equipment") throughout the Campus (collectively, the "Equipment"). Vendor shall install the Equipment at its sole expense. Vendor shall have the right to place full trademark panels on all sides of its Vending Machines. Vendor, or one of its affiliates, shall retain title to all panels on all sides of its Vending Machines. the Vendor and the University agree to an initial number of 54 Vending Machines on the Campus. During the course of the agreement the parties will reexamine the needs of the University to determine any increases or decreases to the number of Vending Machines. The Vending Machines are to be operational 24 hours a day.

(C) The university shall purchase, and shall require that its food service provider and all student government activities and athletic events selling Beverages on Campus purchase all Products, cups, lids and carbon dioxide directly from the Vendor.

IV. Permitted Exceptions.

Notwithstanding the requirements of this agreement to the contrary, Sponsor agrees to permit the sale of the following competitive products only as noted on campus.

(A) At the Campus Store only, competitive products may be sold through existing equipment and shall not exceed a maximum of fifteen shelves. These products can not and will not include water or Sobe. However, no competitive products may be sold else where on campus, at anytime and no cooler shelf space in addition to the above will be permitted during the term. Further, five (5) shelves full of Awarded Vendors Brand of non-carbonated beverages will be made available at all times in the Campus Store.

(B) The purchase of bottled water, typically 5 gallon jugs, to be used in conjunction with water dispensers.

V. Pricing and Products.

(A) Vending products to be offered are certain Products as determined by the Vendor from time to time. The initial vending rate for Products will be per Exhibit A of this agreement. The vending rate (s) may be increased or decreased by mutual written consent of both parties.

(B) Vendor will align it's Bottled beverages, Cups, CO2, and Fountain pricing to the National "Food service provider" Pricing "grid". Beverage Vending pricing will remain firm for the Agreement Year, thereafter, prices may be adjusted by Mutual agreement between the University and Pepsi. Exhibit B, contains first year pricing.

VI. Consideration.

(A) An annual sponsorship fee, to be paid in two equal installments with the first installment being paid within thirty (30) days of the execution of the agreement for the first year of the agreement. All subsequent payments will be made on the first day of February and August of each year of term of the agreement by Vendor to the University in the amount indicated below. In addition support for the UMD Annual Blue & Gold Gala as a Sponsor in the amount of ten thousand dollars (\$10,000) is payable by the Vendor to the University minimally 30 days prior to the date of the Annual Gala event.

	Annual Sponsorship Fee	Blue Gold Gala	
Year 1	\$125,000	\$10,000	
year 2	\$75,000	\$10,000	
Year 3	\$75,000	\$10,000	
Year 4	\$75,000	\$10,000	
Year 5	\$75,000	\$10,000	

(B) The vendor agrees to provide additional incentives and/ or sponsorships in the form of marketing support ("Marketing") in the amount of \$5,000 annually. The university understands such marketing support will not represent a cash payment and any unused marketing support (in whole or part) shall not be carried over to the next agreement year. Both parties agree that the specific marketing events will be decided upon mutual agreement of both parties.

(C) Commissions, as a percentage of the actual cash ("Cash in Bag" or "CIB") collected by Vendor from the Vending Machines placed at the facilities, less any applicable fees, deposits or sales tax ("Commissions"). (CIB-applicable fees/deposits/taxes)\* Commission Rate = Commission Due. Such Commissions shall be at thirty percent (30%) for the term of the agreement. Checks for such Commissions will be sent to the University every four (4) weeks, based upon the above percentages of actual cash collected from Vending Machines. Vendors shall be responsible only for sales taxes payable on such commissions, if applicable. Meter readings from each machine shall also accompany monthly Commission checks.

(D) Vendor will not be obligated to pay commissions on documented revenue losses resulting from vandalism or theft of product with respect to any vending machines placed at University. Vendor shall provide University with documentation, to their satisfaction, of such revenue loss. Revenue losses shall not include cost of repair or replacement of damaged equipment, product or cost of loss product.

(E) Vending Machines in locations specified by the University will also be fitted by Pepsi with magnetic stripe card on-line or chip card off-line readers at Pepsi's expense in accordance with a mutually agreed to conversion schedule. The University shall arrange for the collection of monies from debit card transactions on Vending Machines equipped with debit card readers. On or before the first Monday of each month during the Term, the University and/or its authorized debit card agent shall be responsible for providing a weekly report to Pepsi, in a form reasonably satisfactory to Pepsi, detailing the transactions and the dollar amounts grossed during the immediately preceding weekly period through each Vending Machines equipped with a debit card reader. On or before the first Monday of each month during the Term, the University and/or its authorized debit card agent shall remit payment to Pepsi for the monies collected through debit card readers during the immediately preceding monthly period. Any additional card readers needed shall be mutual agreed upon.

(F) In the event that shelf space for can and bottled beverages is reduced by the University's Food Service Provider that results in a documented reduction of cases sold in the Food Service Provider's areas, both parties agree to revisit the funding provided by vendor to the University.

VII. Competitive Products.

During the entire Term of this Agreement:

(A) No Competitive Products shall be sampled, sold, served or dispensed anywhere on the Campus, except as stated herein;

(B) No permanent or temporary advertising signage or trademark visibility for Competitive Products shall be displayed anywhere on the Campus, including locker rooms, sidelines and players benches; and

(C) No agreement will be entered into or maintained by the University pursuant to which Competitive Products will be associated with the University or the Campus in any advertising or promotional activity that creates a relationship or connection between Competitive Products and the University, Campus, school or Teams.

VIII. Equipment and Service.

(A) During the Term and at no cost to the University, Vendor will service and stock, as required, (1) the Equipment and (2) any additional Equipment determined by the mutual agreement of both parties to be installed at new locations on the Campus. The addition, removal or change of location of equipment will be mutually agreed to by both parties. Vendor may request the removal of any glass front vending equipment that sells less than five (5) cases of Product per week or any other vending equipment that sells less than two (2) cases of product per week. Neither party will unreasonably withhold request from other party to add, remove or relocate equipment. Vendor has thirty (30) days from time of written request to have additional equipment in place and operational or removed from University. Vendor or one of its subsidiaries or affiliates shall retain ownership in and title to all equipment.

(B) The Equipment may not be removed from the Campus without Vendor's written consent, and the University agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Vendor. At the end of the Term, Vendor shall have the right to remove all Equipment from the Campus. Such removal shall be done at no expense to the University.

(C) Vendor's service of the Equipment will be provided during extended business hours from 7:00 a.m. through 7:00 p.m. seven days a week. Upon notice that a machine is inoperative, the vendor shall repair or replace it within one (1) working day. Repair personnel shall maintain a log showing time of call, time of arrival, and the work done. Copy of repair log(s) will be submitted to University Campus Services Office once per month. Vendor will not be obligated to provide service during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of the Vendor.

(D) The Vendor shall provide access to and the cost of operation of the utilities required for soda, juice, and snack vending. If vendor wishes to have equipment put in a location without utilities, vendor will be responsible for the cost to bring utilities to desired location. The University will provide vendor cost estimate prior to installation of utilities. Such locations request will require prior written approval of both parties.

(E) Exhibit C contains the vendors lost money return procedure. Vendor will put in writing and display on or near the vending machines the steps necessary to claim money lost due to the machine malfunction.

(F) In addition to vending equipment, the vendor shall provide fifty-three (53) card readers for the purpose of providing for the Umass Pass card access to the vending equipment. It is the responsibility of the vendor to procure these ancillary magnetic card access equipment as specified in Exhibit D. Any and all costs associated with the purchase or maintenance of this equipment is the responsibility of the vendor.

(G) All vending machines used must be like new, allow for coin and dollar bill vending, shall return proper change and provide other features as may be beneficial to the users. Each machine must be equipped with a continuous registering meter that cannot be manually reset. Vendors may suggest other machine types/combinations but need to be aware of existing utility and space limitations.

(H) All equipment installed will meet the specifications published by the United States Food and Drug Administration and the National Sanitation Foundation, have UL or similar approval, and comply with all federal, state and local laws.

IX. Product Stocking.

(A) The University shall permit the Vendor, its employees, agents and representatives to enter the Campus for purposes of servicing and stocking the Equipment during normal University hours, seven days a week.

(B) Employees are required to be well groomed, and wear a company uniform that displays the employee's and Vendor's name at all times.

(C) The Vendor is responsible for removing from University property, all empty boxes and containers used in supplying the machines. The University shall clean the areas at other times and shall empty supply receptacles as needed and empty same daily.

(D) University expects the highest quality of products and brands to be available in vending machines and fountains.

X. Taxes.

University acknowledges and agrees that neither Vendor nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the University in connection with the (Annual Sponsorship Fee, Initial Sponsorship Fee/Commissions) or any other fees payable by the Vendor under this Agreement. In addition, Vendor shall be responsible only for the payment of taxes on the sales of products through Vending Machines. Vendor shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Vending Machines or other Equipment.

XI. Representatives, Warranties and Covenants.

(A) Representatives, Warranties and Covenants of the University.

The University represents, warrants and covenants to Vendor as follows:

- (1) The University has the full power and authority to enter into this Agreement and to grant and convey to Vendor the rights set forth herein;
- (2) All necessary approvals for the execution, delivery and performance of this Agreement by the university have been obtained and this Agreement has been

duly executed and delivered by University and constitutes the legal, valid and binding obligation of the University enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party;

- (3) The signatory of this Agreement is duly authorized and empowered to bind the University to the terms and conditions of this Agreement for the duration of the Term; and
- (4) The University has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(B) Representation, Warranties and Covenants of the Vendor.

Vendor hereby represents, warrants and covenants to the University as follows:

- (1) Vendor has full power and authority to enter into and perform this Agreement;
- (2) All necessary approvals for the execution, delivery and performance of this Agreement by Vendor have been obtained and this Agreement has been duly executed and delivered by Vendor and constitutes the legal, valid and binding obligation of Vendor enforceable in accordance with its terms and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party;
- (3) The signatory of this Agreement is duly authorized and empowered to bind Vendor to the terms and conditions of this Agreement for the duration of the Term; and
- (4) Vendor has complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(C) General.

Each of the parties hereto agree that (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

XII. Indemnification and Liability

(A) The Contractor shall defend, indemnify, and hold harmless the Commonwealth, the University, its Trustees, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorneys' and experts' fees) arising out of or resulting from the performance of the services performed by the Contractor, its agents, servants, employees, or subcontractors under this Contract, provided that any such claims, liability, losses, third party claims, damages, costs, or expenses are attributable to bodily injury, personal injury, pecuniary injury, damage to real or tangible personal property, resulting there from and caused in whole or in part by any intentional or negligent acts or omissions of the Contractor, its employees, servants, agents, or subcontractors. The foregoing express obligation of indemnification shall not be construed to negate or

abridge any other obligation of indemnification running to the Commonwealth and/or the University that would otherwise exist. The University shall give the Contractor prompt and timely notice of any claims, threatened or made, or any law suit instituted against it which could result in a claim for indemnification hereunder. The extent of this Contract of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Contract.

(B) The University will not be held responsible for loss of either merchandise or business because of water, network communications, or power failure. However, it is understood that every reasonable precaution will be used by University to prevent this from occurring. Whenever a pre-planned interruption of power, network communications, or power services is scheduled, University will make a reasonable effort to notify the vendor in advance.

(C) The Provisions of this Section XI shall survive the termination of this Agreement.

### XIII. Breach of Contract Termination.

(A) The vendor may terminate this agreement (1) for any breach of this Agreement's material terms by the University; (2) Any of the products are not made available as required in this Agreement by the University, their agents or concessionaires; (3) Any of the rights granted to Vendor herein are materially restricted or limited during the Term of this Agreement; (4) A final judicial opinion or governmental regulation prohibits the availability of Beverages, whether or not due to a cause beyond the reasonable control of the University; (5) If labor dispute between the University and its employees, or a union, results in the picketing of, or a work stoppage by, any Vendor employee; (6) If the University fails to act as an equal opportunity employer with an affirmative action plan during the life of the contract, then Vendor shall give the University written notice of such event and the University shall have no less than a thirty (30) day period within which to cure such a breach. If the University fails to cure such breach within a thirty (30) day period, Vendor may: (a) terminate this Agreement in its entirety; and (b) Vendor shall, without prejudice to any other right or remedy available to Vendor, obtain: a reimbursement from the University of any unearned Annual Sponsorship Fee paid by Vendor to the University for the Agreement Year in which such termination occurs. The amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the Agreement Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Agreement Year at the time of such termination and the denominator is twelve.

(B) The University may terminate this Agreement (1) for any breach of this Agreement's material terms by the Vendor; (2) Any of the products are not made available as required in this Agreement by the Vendor or their agents; (3) Any of the rights granted to University herein are materially restricted or limited during the Term of this Agreement; (4) A final judicial opinion or governmental regulation prohibits the availability of Beverages, whether or not due to a cause beyond the reasonable control of the Vendor; (5) If labor dispute between the Vendor and its employees, or a union, results in the picketing of, or a work stoppage by, any University employee; (6) If the Vendor fails to act as an equal opportunity employer with an affirmative action plan during the life of the contract; (7) If (in its judgment) the University receives an excessive number of complaints about the Vendor's products or service and (8) If vending machines are not maintained at the same rate or better than those of the Vendor providing machines, services and repair immediately prior to February 1, 2009. The University shall provide the Vendor with written notice of the breach and provide at a minimum a thirty (30) day opportunity for Vendor to cure such breach. If the Vendor fails to cure the breach within the thirty (30) day period, the University may terminate the Agreement upon written notice to Vendor.

(C) Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if:

- (1) the other party, or any parent of such other party, shall:
- (a) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;
  - (b) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or
  - (c) admit in writing its inability to pay its debts as such debts become due.

XIV. Notices.

Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Vendor: Bottling Group, LLC  
620 Myles Standish Boulavrd  
Taunton MA 02780  
Attn: Regional Sales Manager

Copy to: The Pepsi Bottling Group  
One Pepsi Way  
Somers, NY 10589  
Attn: General Counsel

If to the University: University of Massachusetts  
285 Old West Port Rd  
N. Dartmouth, Ma. 02747  
Attn: Assistant Vice Chancellor of Administrative Services

XV: Relationship of Parties.

(A) the University and the Vendor are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Vendor and any person employed by or conducting business with the University shall not be a partner, employee, agent or joint venturer of the University. The sole relationship of the parties hereto created by this Agreement is that of licensor and licensee.

(B) No goods or equipment shall be purchases in the name of the University by Vendor or any person employed by or conducting business with Vendor nor shall any goods or equipment be purchased by the University in the name of the Vendor. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto or any person employed by or conducting



business with said party shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefore.

XVI. Retention of Rights.

The University shall not obtain by virtue of this Agreement, any right, title of interest in the trademarks of the Vendor, Pepsi Bottling Group, nor shall this Agreement give the University the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the Vendor or Pepsi Bottling Group.

XVII. Confidentiality.

Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the University, the University and Vendor agree not to disclose any information with regard to the terms of this agreement ("Confidential Information") to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and agents of their respective Affiliates) and advisors (including legal, financial and accounting advisors) (collectively, "Representatives"), as needed.

XVIII. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the Commonwealth of Massachusetts or the United States District Court having jurisdiction in the Commonwealth of Massachusetts or, if neither of such courts shall have jurisdiction, then before any court sitting in the Commonwealth of Massachusetts having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the Commonwealth of Massachusetts in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

XIX. Insurance.

(A) The vendor will be required to furnish certificates of insurance for workers compensation, public liability for both personal injury (\$1,000,000) and property damage (\$500,000), and vendor liability with companies acceptable to the University. The vendor shall name the University of Massachusetts Dartmouth and the University of Massachusetts Building Authority as an "additional insured," in its Public Liability Insurance Policy and submit to the Office of the Comptroller and Director of Treasury Services a copy of this policy within thirty (30) days after the awarding of the contract.

(B) The liability for all machines and contents shall remain the sole responsibility of the vendor. Under no circumstances shall the University incur any liabilities whatsoever for damage, pilferage, acts of violence, fire or theft, including without limitation merchandise or money stored within the machines, or liability for damages, injury or sickness due to product spoilage, contamination, or other fault, and vendor shall indemnify the University against any such losses.

(C) University shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverage.

XX. Recordkeeping, Audit, Inspection of Records and Report Filing

(A) The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later. The Governor, the Secretary of Administration and Finance, the State Comptroller, the State Auditor, the Attorney General, the Federal grantor agency (if any), the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

(B) Vendor must file monthly reports with the Treasurer of the University stating the gross receipts at the University of Massachusetts Dartmouth from all vending operations, separated by product and shall promptly furnish any other financial reports requested by the Treasurer related to the business activities at the University of Massachusetts Dartmouth. A Public Accountant shall certify all such reports.

#### XXI. Political Activity Prohibited, Anti-Boycott Warranty

The Contractor may not use any Contract funds and none of the services to be provided by the Contractor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled group, within the meaning of §993 (a)(3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in §999(b) (3) and (4) of the Internal Revenue Code of 1986, as amended; nor shall either engage in conduct declared to be unlawful by Mass.Gen. Laws Ch.151E §2.

#### XXII. Entire Agreement.

(A) This document is intended by the parties as the final and binding expressions of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements and no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

(B) No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and signed by each of the parties. This Agreement may be amended only in writing signed by each of the parties.

#### XXIII. Assignment: Binding Nature: Multiple Originals.

To the extent permitted by law, this Agreement shall be binding to the benefit of the Vendor and the University and their respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of the other, which consent may be withheld at its sole discretion. Notwithstanding the foregoing, Vendor shall be entitled to assign its rights and obligations under this Agreement to a subsidiary or affiliate or pursuant to the sale of substantially all of its assets. No waiver by any party of any default or non-performance shall be deemed a waiver of any subsequent default or non-performance.

#### XXIV. Savings Clause.

If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as the date first above written.

Pepsi Bottling Group, Inc.

By: D Richards

Name: Dennis Richards

Title: Key Account Manager

University Of Massachusetts - Dartmouth

Administrative Services

Signature: Michael P. LaGrassa

Date: 1/24/09

Michael P. LaGrassa - Assistant Vice Chancellor of Administrative Services

Signature: Jean McCormack

Jean McCormack - Chancellor  
Chancellor

Date: 1/29/09

## EXHIBIT A

### Vending Products & Prices

Product Selection	Vend Rate
20oz Carbonated Soft Drinks	\$1.25
20oz Carbonated Flavor Drinks	\$1.25
20oz "Brisk Tea"	\$1.25
20oz Lipton Main Stream Tea	\$1.25
20oz Tropicana	\$1.25
20oz Aquafina	\$1.25
20oz Aquafina Flavor Splash	\$1.25
20oz Hawaiian Punch	\$1.25
15.2oz Dole & Ocean Spray Juice	\$1.50
16oz Lipton Ice Tea	\$1.50
20oz Propel	\$1.50
20oz Sobe Life Water	\$1.50
20oz Gatorade & G2 Sports Drink	\$1.50
9.5oz Starbucks Frappuccino	\$1.75
16oz AMP & Sobe Energy	\$2.00
15oz Double Shot Coffee & Energy	\$2.00

**EXHIBIT B  
Product Pricing**

<b>Product</b>	<b>Per Case Cost</b>
<b>Carbonated Soft Drinks</b>	
20oz	
1 Liter	\$15.34
12oz Bottle	\$14.75
12oz Cans	\$13.10
2 Liter	\$9.29
	\$10.75
<b>Aquafina</b>	
16.9oz	
20oz	\$9.19
20oz Sparkling/Splash/Alive	\$10.40
1Liter	\$15.10
	\$12.53
<b>Lipton Ice Tea</b>	
20oz "Brisk"	
16oz Glass 12P	\$15.34
	\$9.11
<b>Juice Products</b>	
20oz Tropicana	
15.2oz 12P	\$15.34
	\$10.05
<b>SoBe</b>	
20oz Glass	
20oz Sobe Life Water	\$13.30
	\$12.27
<b>Frappuccino</b>	
9.5oz 12P	
13.7oz 12P	\$13.30
<b>Frapp. Double Shot</b>	\$18.90
6.5oz 12P	
<b>Frapp. Ice Coffee</b>	\$18.56
11oz 12P	
<b>Mt. Dew Amp</b>	\$25.23
8.4oz 24P	
<b>SoBe Adrenaline Rush</b>	\$35.01
8.3oz 24P	
<b>Sobe &amp; AMP</b>	\$35.01
16oz 12P	
	\$17.47
<b>Gatorade &amp; G2</b>	
20oz	
32oz	\$17.22
<b>Propel &amp; Propel Invigorating</b>	\$16.90
20oz	
	\$22.46
<b>Post Mix</b>	
5G BIB ~ Pepsi, Diet Pepsi, Mountain Dew, Dr. Pepper	\$10.79 per gallon / \$53.95 per 5 Gallon box
3G BIB ~ All Other Flavors	\$11.15 per gallon / \$33.45 per 3 Gallon box
Juice Tyme (Juice Pak) 3/1 Gallon Cartridge	\$25.69 per cartridge / \$77.04 per box
3 Gallon Gatorade Flavors	\$11.62 per gallon / \$34.86 per 3 Gallon box
CO2	
CO2 Deposit	\$18.72
	\$100.00

<b>Cups</b>	
12oz - 2000 per case	\$50.45
16oz - 1000 per case	\$34.40
24oz - 1000 per case	\$45.86
32oz - 480 per case	\$34.40
<b>Lids</b>	
12/16oz - 2000 per case	\$34.40
24oz - 1000 per case	\$37.00
32oz - 960 per case	\$28.66

## **EXHIBIT C**

### **Lost Money Return Policy & Procedures**

TO: All Employees  
FROM: Bill Weld  
SUBJECT: Lost Money Return Policy & Procedure  
DATE: January 1, 2009

It is the policy of the Pepsi Bottling Group to provide a Lost Money Return Policy to our Full Service Vending customers for any money lost in a vending machine.

The Pepsi Bottling Group will provide our Full Service Vending partners with a lost money refund bank. The refund bank will be in the amount of \$100.00. The customer will then appoint a person on site to manage the lost money refund bank.

Additionally, the Pepsi Bottling Group will also display signs on each vending machine with the contact information and instructions on how to obtain cash refunds. The Pepsi Bottling Group will also supply refund receipts; which will need to be completed for each refund.

The appointed person will need to complete a receipt with the refund recipient's name, date & dollar amount being refunded.

Once the refund bank is depleted to less than \$30.00, the customer will need to contact the Pepsi Bottling Group to replenish the lost money refund bank. This person will also collect the receipts for all previous lost money refunds. Then, the customer will receive money to replenish the refund bank.

In order to maintain appropriate control & compliance, each time an account receives money for the refund bank they will need to sign an invoice for the refund money being provided; which will be classified as outside inventory.

## EXHIBIT D

Cbord's website is <http://www.cbord.com/>

### Features of the IP-Vending Interface Reader

- Supports Multi-Drop Bus protocol for communication and works with other MDB coin/ bill MDB units.
- Enables the vending machine for use by swiping of a patron magnetic stripe card.
- Controls, tracks and charges for vending transactions and to communicate detailed transaction information over a TCP/IP network.
- Operates online real-time to process transactions with Odyssey PCS.
- Provides 24 hour coin-less vending.
- Works in conjunction with existing coin mechanisms and bill acceptors or can operate independently.
- Easily mountable and fits into most vending machines via insertion into the bill cut out.
- Endures high traffic environments
- High security construction for high traffic area.
- Meets the American with Disabilities Act (ADA) requirements.
- Enables Multiple Vends.
- Supports the ability to set min and max vending rates/price.

### Vending Interface Reader Specifications

Magnetic Stripe:	300 to 4000 oersted magnetic stripe reader
Card Insert:	Horizontal insert type style card slot with a floating read head
Magnetic Head Life:	300,000 passes

#### Physical Dimensions

Width:	3.875"
Width Front Bezel:	3.375"
Height:	4.25"
Length:	5.25"

#### Technical Specifications

Network connectivity:	10 Base-T TCP/IP Network Protocol
Operator display:	2 line x 16 Segment LCD with backlight
Power:	24 - 34 VDC from MDB interface
Harness:	34" MDB Interface Harness with Y -Connection

#### Environmental Characteristics

Operating Temperature:	0 C to 45 C
Ambient Humidity:	30% to 85% RH without condensation and frost formation
Mounting Location:	Indoors – away from wind, rain, sunlight and dust